

## ADDENDUM CITY OF AUSTIN, TEXAS

Solicitation: DNJ0126 Addendum No: 2 Date of Addendum: February 24, 2016

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. <u>Additional Information:</u> The following items are incorporated into Section 0400.
  - I.1 LIQUIDATED DAMAGES: the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the Contractor shall pay any difference in costs incurred by the City if the City has to seek materials elsewhere to complete scheduled projects.
  - I.2 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
    - I.2.1 The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month
    - I.2.2 Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

- I.3 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):
  - A. Access to the City of Austin Department properties by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City of Austin properties at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
  - B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City of Austin properties and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
- II. #11 of Section 0400 has changed. The Contract Compliance contact information has been changed as follows:

Authorized Contact: Kelly Jones

Contract Compliance Specialist Sr.

512.505.3515

Kelly.jones@austinenergy.com

APPROVED BY:

| Darralyn N. Johnson, Buyer II | Date |
| Purchasing Office, 512.505.7293 |
| Name | Authorized Signature | Date |
| Date | Dat

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.